



NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

RECORDATION NO. 11417-AAAAAAA (8) Filed 1425

DEC 30 1980-3 40 PM

INTERSTATE COMMERCE COMMISSION December 22, 1980 ICC Washington, D. C.

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

0-365A082

RE: Filing of Supplementary Rider No. 28 ("Rider") dated as of August 20, 1980 to Car Leasing Agreement 6960 ("Lease") between North American Car Corporation ("NAC") and Peavey Company ("Lessee")

Dear Madam:

Enclosed for recording under 49 U.S.C. Section 11303 are an executed counterpart and four certified true copies of the Rider, which has been assigned to General Electric Credit and Leasing Corporation ("Assignee"), pursuant to a Bailment Agreement and Assignment of Leases ("Bailment Agreement") dated as of December 18, 1978 and amended on November 15, 1979 and recorded with the Interstate Commerce Commission on January 23, 1980, under Recordation No. 11417. Please record this Rider under that Recordation number.

The equipment is covered in the Rider and the names and addresses of the parties are as follows. The address of the Lessor, North American Car Corporation, is 222 South Riverside Plaza, Chicago, Illinois 60606 and the address of the above named Lessee is 730 Second Avenue, South, Minneapolis, Minnesota 55402. Please cross index this filing against the name of that Lessee.

The Rider supplements the Lease by subjecting the equipment described in the Rider to the terms of the Lease, thereby leasing the same to the Lessee. The Bailment Agreement provides that NAC shall hold, lease, maintain and perform certain administrative and other services with respect to the equipment covered by the Lease and that NAC assigns to Assignee all its interest in, but not its obligations under, the Lease (including amounts received or credited for mileage compensation relating to that leased equipment). The equipment covered by the Lease has been or is to be sold to Assignee.

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TIGER LEASING GROUP

Secretary
Interstate Commerce Commission

Page 2

Also enclosed is a check payable to the Interstate Commerce Commission in the amount of \$20 for the required recording fee. Pursuant to the Commission's rules and regulations for the recording of certain documents under 49 U.S.C. Section 11303, you are hereby requested to duly file one certified true copy for record in your office, cross-indexing the same so stated above, and to return the executed counterpart and the remaining three certified true copies, the Secretary's Certificate of Recording, and related fee receipt, to the messenger making this delivery.

If you have any questions, please contact the undersigned.

Very truly yours,



Edward H. Soderstrom, II
Assistant Secretary

enclosure

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INTERSTATE COMMERCE COMMISSION

C E R T I F I C A T E

I hereby certify that I have compared this certified, true copy of Rider No. 28 to Car Leasing Agreement 6960 between North American Car Corporation and Peavey Company dated August 20, 1980 to the original of such Rider and that this copy is a true and correct copy in all respects.

Louis M. Helander

(SEAL)

My Commission Expires 5-6-82.

KEEP
JCC FILE COPY
11417 - AAAAA
AAA

Rider No. 1
Forming Part of
NORTH AMERICAN CAR CORPORATION
CAR LEASING AGREEMENT 6960

This rider ("Rider") and the above Car Leasing Agreement constitute a separate agreement ("Agreement") which, together with all rights under the Agreement, may be assigned as security or otherwise. No subsequent amendment to the Agreement shall be effective against any assignee hereof. The cars described herein shall be subject to the terms and conditions of the Agreement and this Rider during the term of use and for the rental set forth below:

<u>Number of Cars</u>	<u>Type of Car</u>	<u>Monthly Rental Per Car</u>
Six (6)	5000 cubic foot capacity covered hopper cars, pressure differential, equipped with Flo-Cones, lined with DuPont Centauri (NAHX 550008, 550009 thru 550011, 550013, 550015)	\$778.00

For each mile in excess of 20,000 x days in service that each car
365
covered by this Rider travels in a calendar year, there will be an additional charge of \$0.025.

Lessee agrees to be responsible for all freight charges incurred in the shipment of said cars to Lessee at Hastings, Minnesota.

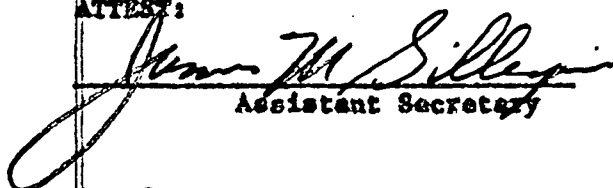
It is understood and agreed that Lessee shall be responsible for the maintenance and/or replacement of the pressure differential system.

In the event that during the term hereof, the U. S. Department of Transportation, or any other governmental agency or non-governmental organization having jurisdiction over the operation, safety or use of railroad equipment, requires that North American add to, modify, or in any manner adjust, the cars subject to this lease in order to qualify them for operation in railroad interchange, Lessee agrees to pay an additional monthly charge of \$1.75 per car for each \$100 expended by North American on such car, effective as of the date the car is released from the shop after application of such additions, modifications or adjustments (hereinafter the "Modifications"). No rental credits will be issued on cars entering the shop for any Modification for the first thirty days. In the event North American in its sole discretion determines prior to making any Modification that the cost thereof is not economical to expend in view of the estimated remaining useful life of such car, and North American elects to permanently remove such car from Lessee's service rather than have such car taken to a car shop for such Modification, the rental with respect to such car shall terminate upon the date specified in writing by North American, provided that such date must be prior to the date the Modification is so required to be made.

The term of use of the cars hereinabove described shall commence on the date of delivery thereof to Lessee, and shall continue for a period ending five (5) years from the first day of the month following the average date of delivery of such cars to Lessee.

Dated this 20th day of August, 1980.

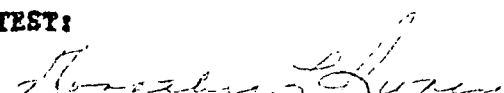
ATTEST:


Assistant Secretary

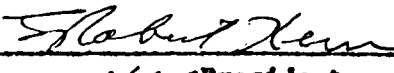
NORTH AMERICAN CAR CORPORATION

By 
Vice President

ATTEST:


Assistant Secretary

PEAVEY COMPANY

By 
Vice President

"This Lease is a COUNTERPART ORIGINAL. No assignment of, or security interest in, this Lease may be created or effected except by the transfer of possession of the copy marked "ORIGINAL."

CAR LEASING AGREEMENT 6960
RIDER NO. 28

State of Illinois)
) SS:
County of Cook)

On this 2nd day of October, 1970, before me personally appeared R. C. Anderson, to me personally known, who, being by me duly sworn, says that he is a Vice President of North American Car Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Lizy Catalano
Notary Public
My Commission expires 8/14/83

State of Minnesota)
) SS:
County of Hennepin)

On this 13th day of October, 1980, before me personally appeared E. ROBERT KERN, to me personally known, who, being by me duly sworn, says that he is a Vice President of PEAVEY COMPANY, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Notary Public
My Commission expires March 10, 1986